

AGL
8/1/10

COOPERATIVE AGREEMENT

Res. 17138

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to support services to the aging and needy as provided by MARC and other agencies, under subcontracts with MARC; and

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; now therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services.** MARC shall provide a variety of services for the aging and needy of Jackson County. MARC is expressly authorized to enter into a subcontract with the **Palestine Senior Citizens Activity Center** for these services, upon such terms and conditions as MARC shall deem appropriate, consistent with the proposal attached hereto as Exhibit A.
2. **Terms of Payment.** Upon the execution of the Agreement, the County shall provide to MARC the lump sum of \$70,701.00
3. **Annual Report.** MARC shall submit an annual report, including a statement of budgeted and actual expenditures, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for

FILED

JUL 13 2010

MARY JO...
COUNTY CLERK

the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. Failure to submit this annual report shall disqualify MARC from future funding by the County for this program.

4. **Submission of Documents.** No payment shall be made under this contract unless Palestine Senior Citizens Activity Center shall have provided to MARC and MARC shall have confirmed to County and the Director of Finance and Purchasing its receipt of (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

6. **Default.** If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the

default and the correction required. Thereafter, if said default by MARC shall continue and not be corrected within ten days of the notice of default, the County may, at its election, terminate the Agreement and take such action in law or equity to recover all funds given to MARC under this Agreement, but not used for the purposes set forth in the Agreement, as the County deems appropriate.

7. **Conflict of Interest.** MARC warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

8. **Term.** This Agreement shall be effective January 1, 2010, and shall terminate on December 31, 2010. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 5 above.

9. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

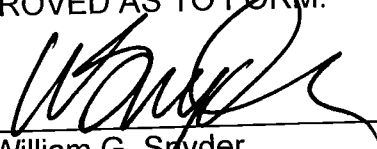
10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and MARC shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of MARC, its officers, employees or agents during the performance of this Agreement.

11. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

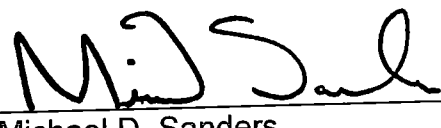
IN WITNESS WHEREOF, the County and MARC have executed this Agreement this

13 day of July, 2010.

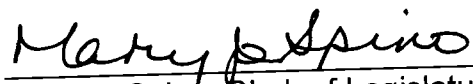
APPROVED AS TO FORM:

By 
William G. Snyder
Acting County Counselor

JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino, Clerk of Legislature

MID-AMERICA REGIONAL COUNCIL


Executive Director

43-0976432
Federal I.D. or S.S. #

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$70,701.00 which is hereby authorized.

July 7, 2010
Date

[Signature]
Director of Finance and Purchasing

Account No. 002-7902-56789

79022010009



OUTSIDE AGENCY FUNDING REQUEST FORM 2010 BUDGET

415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: auditor@jacksongov.org

RECEIVED

SEP 10 2009

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section A: Organization or Agency Information	page 1
Section B: Agency's 2009 and 2010 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8

Section A: Organization or Agency Information

Name: Palestine Senior Citizen Activity Center

Address: 3325 Prospect Avenue, Kansas City, MO. 64128

Phone No: 816-921-1963 Fax: 816-924-7586

Website Address:

Federal Tax ID No: 43-1531200/0 Fiscal Year Cycle: 1/1/2010 to 12/31/2010

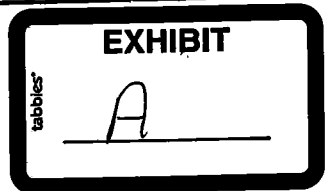
Name and Title of Contact Person: Jacqueline "Jackie" Hall, Director

Phone No: 816-921-1963 Email Address: palestinedir2@sbcglobal.net

Submittal of this request has been authorized by: Jacqueline "Jackie" Hall, Director

Summary of Jackson County Funding Request by Program

Program Name <i>(please prioritize with number 1 being most important)</i>		Amount
1. Reimbursement for Food Cost Only	\$	81,754
2.	\$	-
3.	\$	-
Total Jackson County Funding Request for All Programs	\$	81,754



Section B: Agency's 2009 and 2010 Revenue Information

Agency's 2010 Revenue Information

Funding Entity	Agency's 2010 Total Projected Revenue Source You Will Request 2010 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County	Outside Funding Package (Food Only)	\$ 81,754	32
Other Counties		\$ -	0
City	CDBG Fund	\$ 75,000	30
Charity/Donations	Church & Donations	\$ 56,000	22
Fundraisers	In-House Fundraisers	\$ 1,600	1
Other	Daycare Lease & Memberships	\$ 39,000	15
2010 Total Projected Revenue		\$ 253,354	

Agency's 2009 Revenue Information

Funding Entity	Agency's 2009 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County	Outside Funding Package (Food Only)	\$ 78,123	45
Other Counties			0
City	CDBG Fund		0
Charity/Donations	Church & Donations	\$ 56,000	32
Fundraisers	Inhouse Fundraisers	\$ 1,600	1
Other (please list)	Daycare Lease, Memberships	\$ 39,000	22
2009 Total Revenue		\$ 174,723	

**If your agency received funding from Jackson County in 2009,
please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 78,123	

2009 Total Jackson County Funding \$ 78,123

Section C: Individual Program Budget
 Complete a separate program budget for each program your agency is applying for funding.
 Program Name, Priority, and Total Program Request Amount from this sheet must match
 information entered under Page 1, Section A.

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 JAN 06 2010
 JACKSON COUNTY
 AUDITOR'S OFFICE
 KANSAS CITY, MISSOURI

Agency Name: _____
Program Name: Palestine Senior Citizen Activity Center **Priority:** _____
Supplies

Personal Services					
For each salary request below please attach a job description or duties.					
Position	No. of Hours		FTE	Rate	Annual Hours x Rate
	Per Week	or Annually			
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
			-		\$ -
Total Salaries					\$ -
Total Benefits					\$ -
Total Personal Services					\$ -
Contractual Services					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Contractual Services					\$ -
Supplies					
					\$ -
Reimbursement of Food Cost Only					\$ 70,701
					\$ -
					\$ -
					\$ -
					\$ -
Total Supplies					\$ 70,701

Total Program Request \$ 70,701 Section C

Section D: Program Information

Complete each section for each program your agency is applying for funding.
All Program 1 information should be entered in the left column, all Program 2 information in the middle column,
and all Program 3 information in the right column.

Program 1 Name	Program 2 Name	Program 3 Name
<p>Reimbursement for Food</p> <p>Palestine promotes the physical, emotional, social and economic well-being in all aspects of seniors daily lives. Offering a comprehensive program to seniors who reside within the K.C. Community, specifically the Urban Core Area. The current membership is over 1000 seniors, ages 55 years and older. Activities are diversified to meet the needs and interest of the members which include billiards, table games, walking track, exercise program, computer/ projection room, Arts & Crafts, health screenings and a cafeteria which provides a nutritional lunch for 200+ seniors daily. Nutritional meal service is a core component. Serving a nutritional meal has become an increasing challenge as food prices soar. The estimated budget for food service in 2010 is \$185,805.00, which includes food, preparation and service. Members donate \$3.00/meal unless financial circumstances warrant a free or reduced price. Meals served (41,290 in 2008 plus 2,956 snacks) cost averages \$7.50, difference of \$4.50. We are requesting \$ 81,754.00 equating to 44% of our estimated food cost for Fiscal 2010.</p>	<p>Proposed Program Detail functions to be performed by each program.</p>	

Participants	
Identify the number of participants by County that each program serves:	
Jackson	1,200
Clay/Platte	
Cass	
Other Missouri	
Kansas	

Target Population
Describe target population and demographics to be served by program.

The Palestine Senior Citizen Activity Center was designed to respond to the need of seniors ages 55 years of age and older. Located in Kansas City, MO, members of the Activity Center come from throughout the urban core and suburbs. The membership resides throughout the Jackson County area.

<p>Identify your specific geographic service delivery for each program.</p>		<p>The majority of members that participate at the Activity live within the Urban Core. Independence Avenue to 47th Street and Van Brunt to Troost.</p>
<p>Fund Separation</p> <p>Agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.</p>		<p>Each person has as application on file that includes their name, address and telephone number. A membership card is issued for every member and upon entering the building they must show their card and sign in. All records are retained in the office of the center. Funds received from Jackson County are used to defray the cost of food served. The funds help to ensure that the nutritional needs of seniors are addressed through delicious and nutritionally planned meals.</p>

<p>Approach & Method</p> <p>is the (1) (2) (3) objectives for each program.</p>	
<p>1. To provide as affordable and nutritional lunch for senior that supports the basics of an adequate diet.</p>	
<p>2. To offer a comprehensive program for adults 55 years and older living in Jackson County communities, by addressing established indicators for social and healthy well-being that support the aging.</p>	
<p>3. To provide access to information and services that promote long-term health and well-being for seniors.</p>	
<p>Special Services you will use to achieve these objectives.</p> <p>The Palestine Senior Citizen Activity Center has become a significant part of every day life for its membership. The center continually works to stimulate this environment by scheduling special activities and events that reach the diverse interest of our participants. A quarterly newsletter, mailed to members homes highlight planned activities and special news shared by the members themselves.</p>	

<p>Evaluation Describe how the success of each program will be evaluated. Indicate performance measures or statistics you will use to demonstrate the success of each program.</p>		<p>Notification How will your organization make clients, the payers, and the media aware of the general funding received from Jackson County? (Please attach examples)</p>	
<p>The Activity Center has established a in-house system to monitor programs success that include: Daily attendance logs, which monitor daily participation of lunch and activities. Periodic assessment information from existing participants to monitor satisfaction with services being offered. Personal calls to members who have not participated based on information from the attendance logs. Performance review for volunteers conducting special programs. Surveys taken of the membership regarding existing programs and suggestion for future programs.</p>		<p>It is our policy that the funding records of the Palestine Senior Citizen Activity Center are opened to the public. Our members are reminded often of the funding from Jackson County through podium announcements and thru "Seniors On The Go" news letter.</p>	